Supreme Court, U.S.
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85-552

No. _____

IN THE SUPREME COURT OF THE UNITED STATES

OCTOBER TERM, 1985

YOSH SAKAMOTO, PACIFIC GIFT SUPPLY and TOP ENTERPRISES, INC.,
Petitioners,

v.

DUTY FREE SHOPPERS, LTD., GUAM AIRPORT AUTHORITY and THE GOVERNMENT OF GUAM
Respondents.

ON PETITION FOR A WRIT OF CERTIORARI TO THE UNITED STATES COURT OF APPEALS FOR THE NINTH CIRCUIT

BRIEF FOR RESPONDENT IN OPPOSITION

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BEST AVAILABLE COPY

QUESTIONS PRESENTED

1. Whether the court lacked subject matter jurisdiction because of the Government of Guam's immunity from suit.

2. Whether the commerce clause applies to the unincorporated territory of Guam.

3. Whether the territory of Guam is immune from antitrust liability.

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BRIEF FOR RESPONDENT IN OPPOSITION

Respondent, Government of Guam, respectfully requests that this Court deny the petition for writ of certiorari, seeking review of the Ninth Circuit's opinion in this case. That opinion is reported at 764 F.2d 1285.

REASONS FOR DENYING THE WRIT

Petitioners say the decision below is in conflict with the intent of Congress, case law of the Supreme Court, case law of the Third Circuit, law in the District of Columbia Court of Appeals, and in derogation of the right of Congress to make rules and regulations for the territories. The decision below is none of these things. It is correct.

Accordingly, the writ petitioners seek should be denied for the reasons set forth in the Brief in Opposition filed by respondents Duty Free Shoppers, Ltd. and Guam Airport Authority and for the reasons set forth below.

1. There is no subject matter jurisdiction because the government of Guam is immune from suit on these causes of action.

Prior to 1959, the government of Guam was entirely immune from suit. **Crain v. Government of Guam,** 195 F.2d 414 (9th Cir. 1952). In that year Congress passed an amendment to the Organic Act, 48 U.S.C. 1421(a), which authorized the Guam legislature to waive immunity in certain contract and tort cases:

> The government of Guam shall have the powers set forth in this chapter, shall have power to sue by such name, **and, with the consent of the legislature evidenced by enacted law, may be sued upon any contract entered into with respect to, or any tort committed incident to, the exercise by the government of Guam of any of its lawful powers.** [Material underlined was added by Act of September 21, 1959, Pub. L. 86-0316, 78 Stat. 588.]

Accordingly, the Guam legislature enacted the Government Claims Act, Chapter VI of Title VII of the Government Code of Guam as repealed and reenacted by Public Law 17-29. The waiver of immunity is as follows:

> **§ 6500.04. Waiver of Immunity.**
> Pursuant to section 3 of the Organic Act of Guam, the Government of Guam hereby waives immunity from suit, but only as hereinafter provided:
>
> (a) for all expenses incurred in reliance upon a contract to which the Government of Guam is a party, but if the contract has been substantially completed, expectation damages may be awarded;
>
> (b) for claims in tort, arising from the negligent acts of its employees, or volunteers acting for and at the direction of the Government of Guam, even though occurring in an activity to which private persons do not engage. For the purposes of this Chapter, any officer or enlisted person of the Guam National Guard on territorial duty shall be deemed an employee of the Government.
>
> (c) The Government of Guam shall not be liable for claims arising from an exercise of discretion in making policy. In 1978 a group of teachers sued the government for failure to renew their teaching contracts in violation of a 1972 collective bargaining agreement.

In 1978 a group of teachers brought suit against the government of Guam for failure to renew their teaching contracts in violation of a 1972 collective bargaining agreement. The

Appellate Division of the District Court of Guam held the doctrine of sovereign immunity applies to actions for equitable relief to compel government officials to perform their duties properly. **Alexander v. Bordallo** 2 Guam R 1978 (1979). It further determined appellants' failure to file a government claim precluded their suit.

When the government of Guam was sued for injuries inflicted by a police officer in **Munoz v. Government of Guam**, 625 F.2d 257 (1980), the Ninth Circuit held the government had not waived its immunity for intentional torts, saying: "The Guam legislature has consented to be sued in limited circumstances." The court found "utterly without merit" appellants' arguments that the limited waiver was unconstitutional.

In **Pacific Drilling, Inc. v. Marianas Drilling, Inc.**, D.Guam App.Div., No. 85-0016A (1985) (see Appendix at pg. 1), the underlying action was for declaratory relief. The court said such an action was neither for "expenses incurred in reliance upon a contract" nor for "claims in tort", did not come within the general waiver of immunity set forth in section 6500.04, and held the trial court lacked subject matter jurisdiction.

Petitioners' claims must suffer the same fate. They too are not for "expenses incurred in reliance upon a contract" nor for "claims in tort".

2. The Commerce Clause does not apply to the unincorporated territory of Guam.

The Commerce Clause refers only to commerce between the states, foreign nations

and Indian tribes. U.S. Const. art. I, §8, cl.3. On its face it does not apply to territories. Congress may extend all or any part of the constitution to territories in the exercise of its plenary power over them. U.S. Const. art IV, §3, cl.2.

The Commerce Clause did apply to the Territory of Alaska. As explained in **Mullaney v. Anderson**, 342 U.S. 415, 72 S.Ct. 428 (1952), the Organic Act of Alaska, section 3, provided that the Constitution of the United States should have the same force and effect within the Territory as elsewhere in the United States.

Petitioners say an examination of the statutes of Alaska and Guam shows that the Congressional grant of legislative power to these two territories was almost identical. Pet 5. This is not the point. The point is that Congress applied the Commerce Clause to Alaska. It did not apply it to Guam. 48 U.S.C. §1421(b)-(u)

Petitioners are correct when they say the language of the Constitution makes no distinction between incorporated and unincorporated territories. Pet 4. But, Congress has plenary power over all territories, incorporated or unincorporated. In the exercise of this plenary power, Congress has made distinctions between incorporated and unincorporated territories.

3. The government of Guam is immune from antitrust liability.

Congress has excluded territories from two sections of the Sherman Act; 15 U.S.C. §§1 and 2. The language in those sections refers to trade or commerce among the several

states or with foreign nations. The source of power enabling the creation of these sections is the Commerce Clause. By contrast, in 15 U.S.C. §3 Congress uses its plenary power over territories to legislate about a much broader range of activities than allowed by the Commerce Clause. **People of Puerto Rico v. Shell Co.**, 302 U.S. 253, 58 S.Ct. 167 (1937). Even here, the government of Guam is immune from suit. This immunity derives from section 3 of Guam's own Organic Act, a federal law, and Guam's exclusion from the definition of "persons" affected by the section. 48 U.S.C. §1421(a); **Ignacio v. Salas**, D. Guam, No. 79-00118 (1982) (holding Guam is not a person for purposes of 48 U.S.C. §1983) (see Appendix at pg. 8). Where Congress has addressed the issue of Guam's status vis-a-vis the antitrust laws, it has likened Guam to a state. Clayton Act, 15 U.S.C. §15 g(2); Local Government Antitrust Act of 1984, Pub. L. 98-544.

Petitioners' argument that the Ninth Circuit treats Guam as a robot and its decision, therefore, should be overturned misses the mark. Regardless of petitioners' description of the relationship between Guam and the United States, this Court has stated as recently as 1978 that territorial governments are entirely the creation of Congress. **United States v. Wheeler**, 435 U.S. 313, 98 S.Ct. 1079. Guam may have more attributes of self-government than are attributed to it by the Ninth Circuit, but that is no reason for the Court to consider overturning the decision below. The fact remains this Court in its decisions has held territorial powers of government derive entirely from Congress.

Petitioners say there is simply no authority for the proposition that a local

territorial government, whose chief executive officer is elected by the people of Guam, and an autonomous agency of this government, whose directors are appointed by that chief executive, may exempt themselves from federal antitrust laws. Pet 12. The Ninth Circuit did not say this. It said acts of both state and federal intrumentalities are immune from antitrust liability. Further, it is not the local government that has made itself immune from suit but Congress in the Organic Act that has granted to the territorial government its immunity.

Petitioners try to fit this case within the line of Supreme Court cases holding that municipalities, unlike state governments and federal instrumentalities, are not immune unless acting pursuant to clearly articulated and affirmatively expressed state policy to displace competition. Pet A-27. That analysis, however, is inapplicable to this case because the territory of Guam has only a single sovereignty; that of the United States. Moreover, Congress has specifically granted Guam its immunity.

In answer to the questions presented by petitioners:

No, the government of Guam is not bound by the same limitations that prevent states and their political subdivisions from burdening interstate commerce.

Yes, the government of Guam and its instrumentalities are immune from federal antitrust laws because of their derivative federal sovereignty and because Congress has granted that immunity by specific law.

CONCLUSION

For these reasons, the petition for writ of certiorari should be denied.

Respectfully submitted this 6th day of November, 1985.

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[Appendix follows]

APPENDICES

Appendix A

IN THE DISTRICT COURT OF GUAM
TERRITORY OF GUAM
APPELLATE DIVISION

PACIFIC DRILLING, INC., Defendant-Appellant v. MARIANAS DRILLING, INC., Plaintiff-Appellee.	DCA CIVIL CASE NO. 85-0016A OPINION

BEFORE: DUENAS, LAURETA and WATERS*, District Judges

WATERS, District Judge

Pacific Drilling, Inc. (hereinafter "PDI") appeals from a judgment of the Superior Court of Guam declaring improper, illegal and thus unenforceable a provision contained in three agreements between PDI and the Public Utility Agency of Guam (hereinafter "PUAG"). We reverse and remand with instructions.

I.

On October 21, 1978, PUAG solicited bids for a five-year maintenance and repair service contract for Guam's water system. The lowest proposal was submitted by PDI. Appellee,

---

* The Honorable Laughlin E. Waters, United States District Judge for the Central District of California, sitting by designation.

Marianas Drilling, Inc. (hereinafter "MDI") was not in existence at the time of the solicitation. Following negotiations, PDI and PUAG entered into a contract beginning February 1, 1979 and extending through January 31, 1984 (hereinafter "the Original Agreement"). This agreement provided that PDI would be paid a flat monthly rate to supply both services and parts as required to maintain the water system. PDI was obligated to acquire and maintain an inventory of spare parts and supplies which PUAG agreed to repurchase at the "then replacement cost" upon the expiration or termination of the contract. The contract was renewable every year at the option of PDI. The contract price was subject to annual negotiations to take into account possible fluctuations of certain specified cost elements. PUAG reserved the right at any time to terminate the contract "for its convenience" upon 60 days' written notice.

In January of 1980, PUAG and PDI renewed the contract and agreed to certain upward modifications of the contract price. This agreement was memorialized in a new written document (hereinafter "the Second Agreement"). Although the Second Agreement provided for a duration of four years (presumably, the original five-year period minus the year that had already been performed) and should have thus expired on January 31, 1984, it contained the inconsistent expiration date of January 31, 1985.

On March 27, 1981, PUAG notified PDI of its intention to terminate the contract as of May 1, 1981 pursuant to the "convenience of the government" clause. According to the testimony at trial, no reason was ever given for this action. Subsequently, however, PUAG entered into further negotiations with PDI which culminated in a new agreement between the parties on December 1, 1981 (hereinafter "the Third Agreement").

This agreement modified the terms of PUAG's repurchase obligations by giving to PUAG the right to take inventory of the spare parts and supplies in the last year of the contract and the right to approve any purchases made by PDI in the last six months of the contract. The Third Agreement further changed the repurchase price formula from "the then replacement cost" to 1) "contractor's cost plus 50%" for new and unused parts and supplies and 2) "fair market value" for used parts, supplies and equipment. The obligation to repurchase equipment had not been a part of the first two contracts. PDI and PUAG agreed to an expiration date for the Third Agreement of December 1, 1984, ten months beyond the termination date specified in the Original Agreement.

On December 1, 1982 and again on December 1, 1983, PUAG and PDI once again renegotiated the contract price and renewed the contract. The resulting agreements (hereinafter "the Fourth and Fifth Agreements") were identical in all relevant respects to the Third Agreement except for certain upward price modifications and expanded upper limit on PUAG's total possible exposure under the repurchase provision.

MDI filed its complaint for declaratory relief against PUAG, PDI and the government of Guam on December 21, 1983, 20 days after the date of the Fifth Agreement. It alleged that the various negotiations between PDI and PUAG violated unspecified Guam law requiring open and competitive bidding for procurement and service contracts. MDI sought a declaration that all agreements between PUAG and PDI be terminated as of January 1, 1984, that each and every provision requiring PUAG to repurchase PDI's parts, supplies, materials and/or equipment was invalid, and that PUAG "comply with Government of Guam's laws, rules and regulations concerning

competitive bidding for all future contracts let by PUAG."

PDI answered, denying the substantive allegations of the complaint and asserting the affirmative defenses of laches, detrimental reliance, standing, and MDI's failure to comply with the Government Claims Act. PUAG's answer admitted the majority of the substantive allegations and "prayed" for a judgment identical to that sought by MDI.

Trial was held on September 13, 1984. Following a two-day court trial, the Superior Court ruled that the contested agreements were valid except for the repurchase provisions contained in the Third, Fourth and Fifth Agreements. These provisions were declared to be against the public interest and thus illegal and unenforceable except insofar as their implementation was limited to PDI's "present CIF Guam cost" for only those "vehicles, tools, materials and supplies" which PDI had originally purchased from PUAG. Judgment was entered on January 3, 1985 and MDI timely appealed.

PDI raises several issues on appeal. First, it argues that MDI had no standing to challenge a contract which was awarded prior to MDI's corporate birth and that the superior court erred in determining that it could render judgment in this case regardless of MDI's standing. Second, PDI maintains that the contract between itself and PUAG was exempted from competitive bid requirements by Guam Government Code § 21024. Third, PDI challenges the trial court's determination that PUAG's repurchase obligations under the contract were prejudicial to the government. Fourth, it is argued that the trial court's interpretation of the scope of these repurchase obligations was clearly erroneous. Finally, PDI asserts that the trial court erred in refusing to invoke the doctrine of

laches against MDI. For the reasons set forth below, it is unnecessary that we resolve these issues.

II.

This action was brought against, **inter alia**, the government of Guam and PUAG, a separate instrumentality within the government of Guam pursuant to Guam Government Code § 21206, **amended by** P.L. 16-59 (1982). A review of the record below reveals that neither counsel nor the trial court raised the issue of sovereign immunity.

The question of the immunity of a sovereign from suit is a question of subject matter jurisdiction. **United States v. Mitchell**, 445 U.S. 535, 538, (1980). In the absence of clear congressional intent, unequivocally expressed, jurisdiction over a sovereign does not lie. **United States v. Sherwood**, 312 U.S. 584, 586 (1941). Although the parties have not addressed this issue, it may be raised at any stage of the proceeding, either by the parties or by the court, **People of the State of California v. Quechan Tribe of Indians**, 595 F.2d 1153, 1154 n.1 (9th Cir. 1979), and failure by the government to raise this issue does not constitute a waiver, **Henninger v. United States**, 473 F.2d 814, 816 (9th Cir.), **cert. denied**, 414 U.S. 819 (1973).

The government of Guam is an unincorporated territory of the United States which has the power to sue by name, and "with the consent of the legislature evidenced by enacted law, may be sued upon any contract entered into with respect to, or any tort committed incident to, the exercise by the government of Guam of any of its lawful purposes." 48 U.S.C. § 1421a. The Guam legislature has evidenced a limited intent to permit suit against the government in section 6500.01 of the Government Claims Act, Guam Government Code §§ 6500.00-6500.21:

> **Section 6500.1 Waiver of Immunity.** The government of Guam hereby waives immunity from liability, but only as hereinafter provided:
> (a) for all expenses incurred in reliance upon a contract to which the government of Guam or any of its departments, agencies or funds is a party, but if the contract has been substantially completed, expectation damages may be awarded;
> (b) for claims in tort, arising from the negligent acts of its employees, even though occurring in an activity in which private persons do not engage.
>
> The government shall not be liable for claims arising from an exercise of discretion in making policy.

The underlying action here was brought for declaratory relief in connection with a government contract to which the plaintiff was not even a party. Such an action is neither for "expenses incurred in reliance upon a contract" nor for "claims in tort" and does not, therefore, come within the general waiver of sovereign immunity set forth in section 6500.01. Consequently, absent a more specific statutory waiver applicable to the case at bar, the trial court lacked subject matter jurisdiction over the government of Guam and PUAG[1].

The Guam legislature has provided just such a waiver in P.L. 16-124, passed December 30, 1982. An Act to Establish a General Services Agency Responsible for Procurement of Supplies in the Government of Guam, Pub. L. No. 16-124 (1982) (hereinafter "P.L. 16-124" or "the Act"). This Act, among other things, establishes the General Services Agency of Guam, a governmental entity responsible for the procurement of all supplies and services for the government of

Guam, and further establishes various mandatory regulations concerning such procurement. Most pertinent to the case at hand, P.L. 16-124 enacts Guam Government Code §6978 which reads in relevant part as follows:

> **Section 6978. Waiver of Sovereign Immunity in Connection with Contracts.**
>
> (a) Solicitation and Award of Contracts. The Superior Court of Guam shall have jurisdiction over an action between the Territory and a bidder, offeror, or contractor, either actual or prospective, to determine whether a solicitation or award of a contract is in accordance with the statutes, regulations, and the terms and conditions of the solicitation. The Superior Court shall have such jurisdiction in actions at law or in equity, and whether the actions are for declaratory, or other equitable relief.

The legislative comments indicate that such a specific waiver of sovereign immunity was deemed necessary by virtue of the very limited waiver contained in the Government Claims Act. Pursuant to section 6978(a), an unsuccessful actual bidder or a prospective bidder may now challenge in a declaratory relief action the award of a contract by the government.

Clearly, if P.L. 16-124 is applicable to the instant case, the issue of sovereign immunity dissolves in the clear language of newly enacted section 6978(a). By its own terms, the Act has an effective date of October 1, 1983.[2] Furthermore, the Act specifically applies only to contracts "solicited or entered into" after the effective date. P.L. 16-124 (to be codified at Guam Gov't Code §6950.3(a)). Although the various agreements at issue here were all negotiated pursuant to the terms of the October 21,

1978 bid solicitation, in other words, solicited before the effective date, it could be argued that the final agreement, dated December 1, 1983, was in fact a separate contract and as such was "entered into" after the effective date of P.L. 16-124. The issue of whether the agreements here constitute one or several contracts was never addressed by the trial judge. This Court, therefore, remands the case for resolution of that question. If it is determined that one contract existed; the trial court is instructed to dismiss the case in its entirety for lack of subject matter jurisdiction.[3] If it is determined that the December 1, 1983 agreement constituted a separate contract, further proceedings shall be conducted to determine the appropriate disposition of this case pursuant to the provisions of P.L.16-124, the only law under which the trial court properly could exercise jurisdiction.

The judgment of the trial court is reversed and remanded with instructions.

DATED: 13 Sept. 85 /s/
CRISTOBAL C. DUENAS

DATED: 19 Sept. 85 /s/
ALFRED LAURETA

DATED: 6 Sept. 85 /s/
LAUGHLIN E. WATERS

FOOTNOTES

1. The right to sue an agency of a sovereign "is limited to the extent of the pertinent waiver of sovereign immunity." **Singer v. Schweiker**, 694 F.2d 616, 617 (9th Cir. 1982). Unlike most governmental agencies of Guam, PUAG is not specifically authorized to sue and be sued in its own corporate name. **Compare** Guam Gov't Code § 21206, **as amended by** P.L. 16-59 (PUAG),

with Guam Gov't Code § 53653(d) (Guam Economic Development Authority). Consequently, no independent waiver of immunity exists with regard to PUAG, and jurisdiction over this agency will be proper only to the extent that jurisdiction over the government lies.

2. P.L. 16-124 enacts Guam Government Code § 6950.8 which reads: "This Title shall become effective aT 12:01 A.M. on October 1, 1983, but shall be deemed effective immediately for purposes of planning and organization." For reasons that were never set forth, the trial court found that P.L. 16-124 became effective on its enactment date, December 30, 1982.

3. PUAG and the Goverment of Guam are clearly "indispensable parties" pursuant to Rule 19(b) of the Guam Rules of Civil Procedure in this action challenging a contract to which they are parties. Consequently, if the trial court did not have jurisdiction over PUAG and the Government of Guam the action must be dismissed as to PDI as well.

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Appendix B

DISTRICT COURT OF GUAM
TERRITORY OF GUAM

ANTONIO S.A. IGNACIO ALAN BORJA FLORES, DAVEY C. CAMACHO, ARTHUR SCOTT ROOT, and WILLIAM GARRARD, on behalf of thermselves and others similarly situated, Plaintiffs, vs. RICARDO A. SALAS, Director of Corrections, Government of Guam, and DOES 1through 10, Defendants.	)	Civil Case No. 79-00118 O R D E R

The motion of the Government of Guam for an order to dismiss the Government of Guam as a Defendant in this §1983 Civil Rights Action came on regularly to be heard by the Court on May 21, 1982. The Government of Guam was represented by Nancy Nye and the Plaintiffs were represented by Terry Timblin.

Title 42 U.S.C. §1983 reads as follows:

> "Every person who, under color of any statute, ordinance, regulation, custom, or usage, of any State or Territory or the District of Columbia, subjects, or causes to be subjected, any citizen of the United States or other person within the jurisdiction thereof to the deprivation of any rights,

> privileges, or immunities secured by the Constitution and laws, shall be liable to the party injured in an action at law, suit in equity, or other proper proceeding for redress. For the purposes of this section, any Act of Congress applicable exclusively to the District of Columbia shall be considered to be a statute of the District of Columbia."

The Government of Guam correctly contends that it is not a "person" subject to suit within the meaning of §1983. A brief background of the case law in this area is warranted.

The Supreme Court in **Monroe v. Pape**, 365 U.S. 167 (1960), addressed the issue of whether a "municipal corporation" could be considered a "person" in a §1983 Civil Rights Action. The Court held that a municipal corporation is not a "person" subject to suit within the meaning of 42 U.S.C. §1983.

Then, the Ninth Circuit of Appeals, relying heavily on the **Monroe** decision ruled that a "state", like a "municipality" was also not a "person" subject to suit under §1983. **Williford v. State of California**, 352 F.2d 474 (9th Cir. 1965). The Court reasoned that "[a] municipal corporation is but a political subdivision of a state, and if a state's political subdivisions are not 'persons' under the statute, then neither is the state". **Id.** at 476.

The Ninth Circuit Court of Appeals next addressed the issue of whether the Territory of Guam could be considered a "person" as referred to in §1983. **Perez v. Government of the Unincorporated Territory of Guam**, 9th Cir. Ct. of App., No. 72-1563, Nov. 28, 1972. The Court held, relying on the decision in **Monroe** and a long line of progeny, "that Guam is entitled to

the same status as any city or state of the union and is not to be penalized for being a territory".

Then, in June, 1978, the **Monroe** decision was partially overruled by **Monnel v. Department of Social Services of the City of New York**, 436 U.S. 658, 690, 98 S.Ct. 2018 (1978), with the Supreme Court ruling that: "our analysis of the legislative history of the Civil Rights Act of 1871 compels the conclusion that Congress did intend municipalities and other local government units to be included among those persons to whom §1983 applies. Local governing bodies, therefore, can be sued directly under §1983 for monetary, declaratory or injunctive relief where, as here, the action that is alleged to be unconstitutional implements or executes a policy statement, ordinance, regulation, or decision officially adopted and promulgated by that body's officers".

The question then arose whether "states" were now to be considered "persons" for §1983 purposes.

The Supreme Court answered this question in its recent decisions of **Alabama v. Pugh**, 438 U.S. 781, 98 S.Ct. 3057 (1978) and **Quern v. Jordan**, 440 U.S. 332, 99 S.Ct. 1139 (1979). The Court in those cases held that a state is immune from a §1983 Civil Rights Action pursuant to the Eleventh Amendment unless the State has consented to such suit.

As both parties have acknowledged, the Eleventh Amendment has never been extended to Guam for the obvious reason that Guam is not a state. 48 U.S.C. 1421(b)(u). However, it has been held that the Government of Guam has sovereign immunity from suit unless it consents to be sued. **Munoz v. Government of Guam**, 625 F.2d 257, 258 (9th Cir., 1980) and **Crain v.**

Government of Guam, 195 F.2d 414 (9th Cir., 1952).

The Government of Guam has only consented to be sued in certain contract cases and for claims in tort arising from the negligent acts of its employees. Government Code of Guam §6500.01(b). It has never waived its sovereign immunity and consented to be sued in a §1983 Civil Rights Action. Thus, we hold that the Government of Guam is not a "person" subject to suit within the meaning of §1983.

Based on the foregoing, it is ordered that the Motion to Dismiss the Government of Guam as a Defendant in this §1983 Civil Rights Action is granted.

SO ORDERED.

Dated this **26th** day of May, 1982.

/s/
CRISTOBAL C. DUENAS
JUDGE, DISTRICT COURT OF GUAM